PRIMEXBT

VIP Tiers
Terms and Conditions

Version 5.0

This document is not intended for residents of the European Economic Area or the United Kingdom. Certain products, services, or promotions may be restricted or unavailable in specific jurisdictions.

PrimeXBT VIP Tiers Terms and Conditions

1. Introduction

1.1. These VIP Tiers Terms and Conditions (hereinafter referred to as the "VIP Tiers Terms") shall apply to and govern participation in the PrimeXBT VIP Tiers (hereinafter referred to as the "VIP Tiers") offered to clients (the "Client(s)", "you", "your") of PrimeXBT Trading Services Ltd, a company incorporated and existing under the laws of Saint Lucia, with Registration No. 2024-00343, having its registered office address at Top Floor, Rodney Court Building, Rodney Bay, Gros Islet, Saint Lucia, (hereinafter referred to as "PrimeXBT", the "Company", "we", "us", "our", as appropriate).

1.2. By participating in the VIP Tiers, you fully and unequivocally accept these VIP Tiers Terms, the General Terms & Conditions of the Company (hereinafter referred to as the "Company Agreement"), and all relevant Policies (collectively referred to herein as the "Terms"). The latest versions of these documents are available at all times under the Legal Documents section on the PrimeXBT Website (https://primexbt.com/) (hereinafter referred to as the "Website"), as amended from time to time.

1.3. These VIP Tiers Terms serve as a supplement to the Company Agreement. Any and all terms and conditions included herein are effective and are to be read in conjunction with the Company Agreement and any other Policies available on the Website. In the event of any discrepancy between the VIP Tiers Terms and the Company Agreement, the terms of the Company Agreement shall prevail.

1.4. The VIP Tiers Terms and all PrimeXBT products and services are not available to any person who resides in a restricted jurisdiction or to a US Reportable Person as defined in the Company Agreement.

1.5. The Client acknowledges and agrees that the availability of certain products, platforms, bonuses, competitions, contests, promotions, campaigns and services may be restricted or unavailable in certain jurisdictions, subject to the Company's sole discretion.

Risk Warning: Leveraged trading in foreign currency contracts or other off-exchange products on margin carries a high level of risk and may not be suitable for everyone. We advise you to carefully consider whether trading is appropriate for you in light of your personal circumstances. You may lose more than you invest. Information in this document is general in nature. We recommend that you seek independent financial advice and ensure you fully understand the risks involved before trading. Trading through an online platform carries additional risks. Refer to our Website's Legal section.

Disclaimer: This promotion is not intended to encourage excessive or irresponsible trading activity. The Company strongly encourages all Clients to trade in a manner consistent with their individual financial circumstances, trading strategies, and risk tolerance. Participation in the program should not be interpreted as financial advice or as a recommendation to increase trading volumes.

2. Definitions

2.1. ***Collusion***, shall mean a coordinated trading behavior between two or more Clients, or between Clients and third parties, with the intent to manipulate market conditions or the appearance of trading volume. Collusion includes, but is not limited to, prearranged or synchronized trades designed to exploit volume-based programs or distort price discovery.

2.2. ***Maker Fee***, shall mean a fee charged when a Client places a limit order that is not immediately matched and instead adds liquidity to the order book by waiting to be filled by another participant. Maker fees typically apply to orders that remain open on the book for a period of time.

2.3. ***Self-Trading***, shall mean the act of a Client or a related party placing buy and sell orders for the same instrument that match against each other, either within the same account or across accounts under common control. Such activity may be used to artificially increase trading volume and is strictly prohibited.

2.4. ***Taker Fee***, shall mean a fee charged when a Client places an order that is immediately matched with an existing order in the order book, thereby removing liquidity from the market. Taker fees apply to market orders or limit orders that match instantly against resting orders.

2.5. ***Wash Trading***, shall mean a form of market manipulation whereby a Client or a group of Clients place offsetting buy and sell orders for the same financial instrument with the intent to create a misleading appearance of market activity, without actual market risk or change in ownership.

3. Eligibility

3.1. Participation in the VIP Tiers is available exclusively to registered and verified Clients of PrimeXBT who are not residents of restricted jurisdictions, as determined at the Company's sole discretion.

3.2. Clients must meet and maintain all onboarding, compliance, and due diligence requirements under the Company Agreement in order to be eligible to participate.

3.3. The Company reserves the right to decline or revoke a Client's participation in the VIP Tiers without notice if it reasonably believes that the Client has violated any part of the VIP TiersTerms, engaged in abusive, fraudulent, or manipulative trading behavior, or otherwise acted contrary to the spirit or intent of the VIP Tiers.

4. VIP Tiers Requirements and Limitations

4.1. Clients will be automatically assigned to one of the available VIP Tiers by default upon registration and/or based on their cumulative trading volume over an evaluation period, as specified in the Client's Personal Area at https://primexbt.com/my/tiers and detailed in the Help Centre at https://primexbt.help/en/articles/10749939-how-vip-tiers-work, which also defines and explains, inter alia, the applicable qualification requirements.

4.2. VIP Tier status is valid for the period specified in the Client's Personal Area at https://primexbt.com/my/tiers and detailed in the Help Centre at https://primexbt.help/en/articles/10749939-how-vip-tiers-work (the "VIP Tier Status Period"). VIP Tier status is subject to automatic re-evaluation at the end of each VIP Tier Status Period.

4.3. Within the VIP Tier Status Period, Clients can be upgraded to a higher Tier if the respective volume thresholds are reached; however, Tier level cannot be downgraded during that cycle.

4.4. Volume thresholds and trading fee discounts are subject to change at any time at the Company's discretion, with or without prior notice

4.5. VIP Tier benefits are non-transferable and may not be exchanged for cash or other benefits outside of those explicitly described herein.

5. Tracking and Status Visibility

5.1. The Client's progress toward VIP Tier qualification and upgrade will be displayed on the PrimeXBT trading dashboard, including:

- Current trading volume
- Progress bar toward the next VIP Tier
- Remaining days in the VIP Tier Status Period evaluation cycle

5.2. Tier assignments and upgrades occur automatically based on verified trading volume calculations performed by the Company's systems.

5.3. The Company reserves the right to review and correct any errors in VIP Tier assignment, including those caused by technical malfunctions, system delays, miscalculations, or inaccurate trading volume data. If such an error results in an incorrect Tier status being assigned, the Company may adjust the Client's status and applicable fee rates accordingly, without prior notice.

6. Manual Assignment and Exceptions

6.1. PrimeXBT reserves the right to manually assign VIP Tier levels to Clients under specific circumstances, including but not limited to grace periods.

6.2. In cases of manual assignment, VIP Tier Status Period is reset from the date of such assignment, unless otherwise specified by the Company.

6.3. The Company may withdraw manually assigned VIP Tier levels at its sole discretion and without obligation to provide justification or advance notice.

7. General Conditions

7.1. The Company does not warrant the uninterrupted availability or continued existence of the VIP Tiers and reserves the right to modify, suspend, or terminate the program at any time without notice.

7.2. The Company is not liable for any losses, costs, or damages incurred as a result of participation or non-participation in the VIP Tiers, including but not limited to losses caused by system outages, force majeure events, or regulatory changes.

7.3. Any attempt to manipulate or exploit the VIP Tiers program, including through wash trading, self-trading, collusion, or other abusive trading behaviors, shall result in immediate disqualification and possible account suspension or closure.

8. Legal Information

8.1. PrimeXBT reserves the right to modify, suspend, or terminate the VIP Tiers, any Task Period, and/or the VIP Tiers Terms at any time for any reason without prior notice.

8.2. PrimeXBT reserves the right to disqualify any Client who violates these terms and conditions or engages in any fraudulent or deceptive activity related to the VIP Tiers.

8.3. PrimeXBT's decisions regarding any aspect of the VIP Tiers, including but not limited to eligibility and reward distribution, are final and binding on all Clients.

8.4. PrimeXBT shall not be liable for any claims, costs, expenses, losses, damages, tax liability, or any other harm suffered by any Client as a result of engaging with the VIP Tiers. This includes, but is not limited to, any trading losses or loss of profit incurred during access and use of the VIP Tiers, usage of trading credit, or any error, technical malfunction, or breakdown in the Website, Trading Platform, or any related computer system, mobile application, downloadable software, or equipment, including that of the Client.

8.5. By accessing and using the VIP Tiers, Clients agree to release and hold harmless PrimeXBT, its affiliates, and their respective directors, officers, employees, and agents from any and all liability, loss, or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of the Reward.

8.6. If PrimeXBT identifies that a Client is not eligible to participate in the VIP Tiers and receive the Reward, PrimeXBT may at its discretion invalidate any entries or reverse and withdraw any rewards awarded. No Client shall be entitled to any payment or compensation from PrimeXBT should any Reward or corresponding profit be forfeited, canceled, or reclaimed.

8.7. The decision of PrimeXBT on all matters relating to the VIP Tiers and the Reward shall be final and binding on all Clients. PrimeXBT reserves the absolute right to cancel, amend, revoke, or withdraw the VIP Tiers and/or any awarded Reward(s) and/or profits accumulated from such Reward(s) at any time and without the obligation to provide any reasons or explanations.

8.8. PrimeXBT reserves the right, at its sole discretion, to restrict access on the Trading Platform and/or remove any Rewards from the Client's trading account. Additionally, PrimeXBT reserves the right at its absolute discretion not to award, cancel, or withhold any Reward.

8.9. By participating in the VIP Tiers and submitting their details and information, participants hereby grant PrimeXBT explicit consent to use, store, and share such information for marketing and promotional purposes of PrimeXBT, its affiliates, partners, and/or sponsors. This may include, but is not limited to, the dissemination of marketing materials, promotional offers, and other communications related to PrimeXBT's services and products. For more information, please visit PrimeXBT's Privacy Policy included on its official website (https://primexbt.com/legal-terms).

8.10. Any dispute not covered by the relevant VIP Tiers Terms will be resolved by PrimeXBT in a manner it deems to be the fairest to all concerned, and that decision shall be final and binding on all parties.

8.11. If any term of the VIP Tiers Terms is found to be illegal, invalid, or unenforceable under any applicable law, such term shall be severable from the remaining terms, and the remainder of the VIP Tiers Terms shall remain valid and binding as if the severed term had never been included.

8.12. If these VIP Tiers Terms are translated into a language other than English, then the English version of

the VIP Tiers Terms shall prevail wherever any inconsistency arises.

9. Jurisdiction and Dispute Resolution

9.1. This clause applies only to clients who, during the registration and onboarding process, established a dual legal relationship with more than one entity.

9.2. Clients acknowledge and agree that, where a dual legal relationship has been established, the products and services are separated by entity and the applicable governing law and jurisdiction shall be determined by reference to the relevant entity providing the specific product or service, as set out during onboarding/ registration.